

# **Song Ownership Agreement**

Derin Cag (from now on referred to as "En Derin) and Roshain Orlando McDonald (from now on referred to as "Shane O") will enter into a joint venture (the "Joint Venture") on the 3rd day of October 2024 to share ownership of a musical song entitled "Nobody" (from now on referred to as "Song"). The Joint Venture will be a partnership based on this Song alone where both parties are joint owners in the Song. Any new Songs will require separate agreements.

## **1. Royalties & Splits**

- Shane O will get 10% and En Derin will get 90% of all performance, mechanical, synchronization, and print royalties of the Song
- The 10% ownership of the Song also applies to any other revenue streams occurring directly from the Song including but not limited to music streams

## **2. Rights**

- Shane O will own 10% of the copyrights of all recordings of the Song
- When recordings for the Song are complete, both parties must receive the wav files of fully mastered entire track, entire vocals track, background vocals track, instrumental track, and all remixes

## **3. Confidentiality**

- Both parties recognize and acknowledge that this Agreement creates a confidential relationship between En Derin and Shane O and that information concerning either party's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, documentation, and other such information, whether written, oral, or otherwise, is confidential. All such information concerning Joint Venture or otherwise is hereinafter collectively referred to as "Confidential Information."

## **4. Non-Disclosure**

- En Derin and Shane O agree that, except as directed by other parties, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever

## **5. Negotiations**

- En Derin and Shane O acknowledge and agree that this agreement between each party may not cover every situation and circumstance that may arise in the future concerning the Song. In such an event, En Derin and Shane O agree to discuss and negotiate any such situation or circumstance in good faith, toward the goal of reaching a mutually satisfactory resolution thereof, consistent with the spirit and intent of this agreement. En Derin and Shane O agree to submit any dispute between them that cannot be resolved by good faith discussion and negotiation for binding arbitration to the London Court of International Arbitration (LCIA), said arbitration to be conducted in all respects by the rules and regulations of said Association

## **6. Severability**

- If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable
- If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited

## 7. Miscellaneous

- This is the entire agreement between En Derin and Shane O concerning the subject matter hereof. All additions to, and amendments to this agreement must be in writing, initiated, and dated by both En Derin and Shane O. This agreement shall be binding upon, and inure to the benefit of, the successors, assigns, heirs, and personal representatives of En Derin and Shane O. This agreement shall be construed by the laws of the United Kingdom of Great Britain and Northern Ireland
- This agreement also includes ownership and permissions to use materials based around the Song, including but not limited to graphics for the single cover and content for the music video

## Signatures

*IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written*

### En Derin:

Name: Derin Cag

Date: 03/10/2024

Signature: 

### Shane O:

Name: Roshain Orlando McDonald

Date: 03/10/2024

Signature: 